

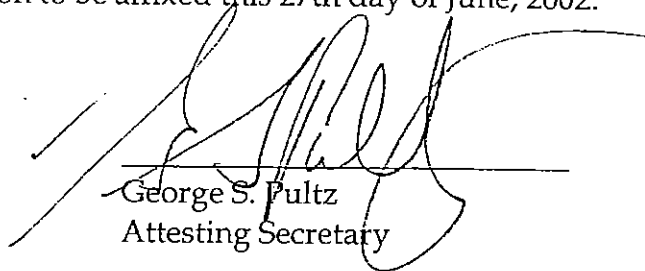
Appendix F:
GE Release and City Acceptance of 7-acre and 1-acre Parcels

CERTIFICATE OF AUTHORITY

I, GEORGE S. PULTZ, Attesting Secretary of GENERAL ELECTRIC COMPANY, a corporation incorporated and existing under the laws of the State of New York, do hereby certify that GENERAL ELECTRIC COMPANY is a corporation duly incorporated as of the fifteenth day of April, 1892, and currently existing under the laws of the State of New York, having its registered office in Schenectady, New York, and business offices in Lynn, Massachusetts, and that CORINNE A. JOHNSON is General Manager and Lynn Area Executive, and that she has the general power to execute and deliver on behalf of GENERAL ELECTRIC

COMPANY the Release Deed for approximately eight (8) acres in Everett, Massachusetts, to the City of Everett, and any and all documents relating to such Deed., in accordance with the current GE Board of Directors Resolution relating to the Execution of Contracts and other documents (Board of Directors Resolution #10855 dated April 26, 1988 [Revised December 20, 1991]), a copy of which is attached.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Corporate Seal of the Corporation to be affixed this 27th day of June, 2002.


George S. Pultz
Attesting Secretary

02 JUL -1 AM 10:21

CITY SOLICITOR'S
OFFICE

Seal

Commonwealth of Massachusetts
County of Essex, ss.

On this 27 day of June, 2002, before me came GEORGE S. PULTZ, to me known, and by me known to be the individual described herein and who executed the foregoing instrument and acknowledged to me that he executed the same.


Joan L. Poehler

Notary Public

My Commission expires May 21, 2004

SEAL

EXTRACT FROM MINUTES OF
BOARD OF DIRECTORS MEETING
April 26, 1988
(Revised December 20, 1991)

10855 EXECUTION OF CONTRACTS AND OTHER INSTRUMENTS

The Chairman reminded the Board that the resolution dealing with the execution of contracts and other instruments on behalf of the company had last been reviewed and revised by the Board in June, 1985, at which time the resolution had been modified to reflect changes in the Company's organization and to change its form to make periodic organization updatings unnecessary under ordinary circumstances.

The Chairman noted that the principal purpose of this resolution is to indicate to persons outside the Company the individuals within the Company who have authority to sign various documents.

In view of the Board's determination to limit the individuals elected as officers of the Company (and authorize the Chairman of the Board to appoint and remove persons as non-corporate Operational Officers), he indicated that it would be advisable to consider revising and clarifying this resolution to take account of these clarifications and related matters.

The Chairman pointed out that, like the existing resolution, the proposed resolution would not confer any

authority to approve transactions underlying the documents to be signed over and above that which is possessed by the signer either by virtue of the powers inherent in that individual's position with the Company or by virtue of a delegation of authority to that individual by the Board of Directors or higher management.

Following discussion, it was

RESOLVED, that

(A) Any contract, lease, license, assignment, bond or other obligation, conveyance, power of attorney, guarantee, proxy, court pleading, release, tax return and related documents, or other instruments may be executed on behalf of this Company by the Chairman of the Board, a Vice Chairman of the Board, an Executive Vice President, a Senior Vice President, a Vice President reporting directly to the Chairman or a Vice Chairman of the Board, the Comptroller, the Treasurer, the Secretary or any Vice President who is a corporate staff officer of the Company, all of the above-named individuals being hereinafter called "Authorized Persons".

In addition to the foregoing, any Operational Officer may sign any instrument of the type described in this Paragraph (A) which relates to the component or function to which such Operational Officer is assigned, and any Manager, or formally designated Acting Manager, of any Division or Department level organization component may sign any such instrument which relates to that component. Each Operational Officer and each such Manager or Acting Manager is authorized to delegate to others, authority to execute on behalf of the Company, the types of contracts or other instruments which relate to the function or component to which such Operational Officer, Manager or Acting Manager is assigned which are of the same types as the contracts and other instruments listed in Paragraph (C) below.

April 26, 1988

(B) The Chairman of the Board and each of the Vice Chairmen of the Board is authorized to delegate to others authority to execute contracts and other instruments on behalf of the Company as he considers necessary and in the best interest of the Company.

(C) Each Authorized Person is hereby authorized to delegate to others authority to execute on behalf of the Company the following types of contracts and other instruments which relate to the function or component for which such Authorized Person is responsible:

1. Sales, purchase and consignment contracts, bids therefor, (including contracts providing for or relating to a franchise for the distribution or resale of this Company's products) and documents in connection therewith, including bids to and contracts with any Municipal, County or State Government, or with the Government of the United States or a foreign country, or with any agency or department of any such Government and bonds to secure the performance of such bids and contracts.
2. Installation, erection, and service contracts and bids therefor and documents in connection therewith (including but not limited to installation, erection, and service contracts and bids therefor with any Municipal, County or State Government, or with the Government of the United States or a foreign country, or with any agency or department of any such Government) and bonds to secure the performance of any such contract or bid.
3. Assignments, waivers of lien, releases, guaranties, mortgages, indentures, credit agreements and such other agreements, documents or other instruments as may be necessary or advisable, relating to either direct or indirect financing in connection with sales by the Company, or the collection of debts, and proofs of claims and other instruments to be filed or used in any bankruptcy or insolvency proceedings.

4. Contracts, leases, deeds, or other instruments relating to real property or to any improvements thereon.
5. Powers of Attorney authorizing agents and attorneys to acquire and dispose of motor vehicles on behalf of the Company and to file all necessary applications, execute all necessary documents, and take all other necessary actions in connection therewith.
6. Powers of Attorney authorizing agents and attorneys to transact business of the Company with the U.S. Customs Service and with customs authorities in other countries.

(D) The Senior Vice President-Finance and the Vice President and Treasurer are each severally authorized to delegate to others authority to execute on behalf of the Company the following types of instruments and in connection therewith to establish, as appropriate, Company-wide procedures:

1. Agreements or other instruments relating to (a) investment of funds of the Company, including but not limited to, instruments pertaining to the purchase, sale, exchange, assignment, conversion, transfer, custody or loan of any securities or properties, (b) establishment and operation of bank accounts, (c) authorizations to purchase or sell currencies (including contracts for future delivery), (d) financial contracts (e) applications for letters of credit, (f) issuance of stock certificates and replacement of certificates that are lost, stolen or destroyed, and (g) share owner proxies, consents, waivers and releases.
2. Checks, drafts, other payment authorizations and notes payable of the Company. Except as provided below, any such authorization shall require countersignatures and stipulate that no one individual may both sign and countersign the same instrument. Any delegation hereunder may provide that the individual authorized to sign or countersign may effect his or her signature by means

April 26, 1988

of a facsimile signature. It shall not, however, be mandatory for any authorization hereunder to require signatures and countersignatures with respect to (a) checks or drafts drawn on dividend, payroll, or working fund accounts, (b) depository transfers or endorsements to the account or credit of the Company or (c) transfers between Company bank accounts.

3. Guarantees of indebtedness of foreign or domestic affiliates of the Company and guarantees of contingent obligations of such affiliates in connection with bank guarantees of commercial transactions.

E) The Senior Vice President-Finance and the Vice President and Comptroller are each severally authorized to delegate to others authority to execute on behalf of the Company, the following types of contracts and other instruments:

1. Federal, State or local tax returns and related documents, to be filed in the United States or foreign countries,
2. Reports of collections from employees and taxes due from the Company under the Federal Insurance Contributions Act, Federal Unemployment Tax Act, and the unemployment compensation laws of each of the states, the District of Columbia and Puerto Rico, as well as any related claims for refunds and reports thereunder,
3. Applications, claims, surrender and other forms in connection with the General Electric Supplemental Life Insurance Program,
4. Annual, financial and other reports required of the Administrator under the Federal Employment Retirement Income Security Act of 1974, and any comparable report required by similar State laws,
5. Such certifications, invoices, reports, releases and other instruments as are necessary to conform to

April 26, 1988

requirements of the United States Government or any department, agency or instrumentality therefor as may be necessary or advisable in order to comply with the terms of any agreement between the Company and the United States Government or any department, agency or instrumentality thereof.

(F) The General Counsel is authorized to delegate to others authority to execute on behalf of the Company, the following types of instruments:

1. Licenses, contracts, assignments, releases, court pleadings and other instruments relating to inventions and technology and to patent, trademark and copyright matters.
2. Petitions, powers of attorney, authorizations, verifications, nominations of representatives, declarations, and other instruments relating to proceedings in the Patent, Trademark Registration or Copyright Offices servicing any country or region of the world, or to related appeal proceedings, or relating to maintenance and defense of the resulting industrial property rights, assignments of rights to apply for and acquire patents and trademark registrations, evidence of such assignments, requests for the registration of patents as available for licensing, reports of inventions and petitions for waiver of patent rights to any department or agency of the United States Government and assignments, licenses and other instruments confirmatory of Government rights in patents and inventions.

(G) Any contract, lease, deed or other instrument relating to real property or to any improvements located or to be located thereon may be executed on behalf of this Company by the Manager-Real Estate and Construction Operation or by the ~~Manager-Real Estate-Operation Director~~, ~~Corporate Real Estate~~, ~~the Manager of Engineering and Construction-North America~~ or the Manager-Financial Section of said Real Estate and Construction Operation.

H) Any delegations (including revocations and revisions) as authorized by this Resolution shall be in writing. Authority delegated pursuant to the last sentence of Paragraph (A) or pursuant to Paragraphs (B), (C), (D), (E) or (F) above may be redelegated by the persons to whom such delegations are made who in turn may authorize further redelegation; provided, however, that no such initial or subsequent redelegation shall be made except in conformity with the limitations imposed thereon by the initial delegation plus any restrictions contained in subsequent redelegations.

(I) The Secretary, the Associate Corporate Secretary and any Attesting Secretary are each severally authorized to affix the Corporate Seal to and attest to contracts and other instruments executed by persons acting pursuant to the authority granted by Paragraphs (A) or (G) above or pursuant to authority delegated in accordance with Paragraphs (A), (B), (C), (D), (E), (F) or (H) above. The Secretary, the Associate Corporate Secretary and any Attesting Secretary are also each severally authorized to certify as to the provisions of this Resolution, as to the incumbency of any person in any position within the Company and as to the terms of any delegation under this Resolution.

(J) Resolution #10502 dated June 28, 1985 is superseded effective as of April 26, 1988.

April 26, 1988

General Electric Company, a New York corporation ("grantor"), having an office at: General Electric Aircraft Engineers, One Newman Way, MD F113, Cincinnati, Ohio 45215, for consideration paid of less than \$100.00, the receipt and sufficiency of which is hereby acknowledged, hereby releases to the City of Everett, a public body politic and corporate, organized and existing pursuant to Massachusetts law ("grantee"), having an office at 484 Broadway, Everett, Massachusetts 02149, all right, title and interest, if any, in and to Lot 24 and Lot B on [Land Court Plan 1855R] (the "Premises").

For grantor's title see [certificate of title # 172626]. The Premises do not comprise all or substantially all of the assets of grantor.

Grantee agrees that it shall not transfer or convey any fee interest or ground lease interest in the Property without in each instance delivering to General Electric Company, a New York corporation, at 1) Attention: Vice President and General Counsel (or such other address as General Electric Company shall direct by written notice to Grantee) an original copy of a transfer acknowledgement in the form attached hereto as Exhibit A, executed and delivered by a duly authorized representative of the recipient of such transfer or conveyance.

WITNESS the execution hereof under seal as of this 17th day of June, 2002.

1) General Counsel
GE Aircraft Engines
One Neumann Way
Cincinnati, OH 45215

GENERAL ELECTRIC COMPANY

By: Corinne Johnson
Its:

STATE OF Massachusetts

Essex County, ss

June 17, 2002

Then personally appeared Corinne Johnson and _____, _____ as aforesaid, who acknowledged the foregoing instrument to be their free act and deed, and the free act and deed of General Electric Company, before me.

James L. Paehler
Notary Public
My Commission Expires: May 21, 2004

LAND COURT, BOSTON. The land herein described will be shown on our approved plan to follow as

LAND COURT, BOSTON. The land herein described will be shown on our approved plan to follow as

MAR 23 2002

JUN 27 2002

Plan 1855R Lot 24
(EXAMINED AS TO DESCRIPTION ONLY) RCS

Plan 1855R Lot 24
(EXAMINED AS TO DESCRIPTION ONLY)
RCS Engineer

EXHIBIT A

TRANSFER ACKNOWLEDGEMENT

Reference is made to that certain deed (the Deed") of even date herewith of property located in Everett, Massachusetts and more particularly described on Exhibit A (the "Real Property") from _____ to _____ ("Grantee").

Pursuant to the terms of the Deed, this acknowledgement is being made by Grantee to General Electric Company ("GE"). Grantee acknowledges and agrees for the benefit of GE as follows:

1. Grantee acknowledges that, as of the date of this Acknowledgement, Oil and Hazardous Materials have been released to, at and under the Real Property (the "OHM Releases") and that GE and its environmental consultants have achieved a Permanent Solution for the OHM Releases in compliance with the requirements of Chapter 21E and the MCP through: (A) the conduct of Response Actions at the Real Property; and (B) the imposition of an Activity and Use Limitation (AUL) on the Property.

2. Grantee shall: (A) provide GE with copies of any reports, submittals, statements, opinions or other submissions or drafts thereof referring or relating to (1) the OHM Releases, (2) any Response Actions at the Real Property or (3) the AUL imposed on the Property (hereafter the "MCP Documents"); (B) not permit the submission of any MCP Document to the Massachusetts Department of Environmental Protection (DEP) or any other federal, state or local governmental department, agency or authority without GE's prior written approval; (C) not permit any Response Actions, other than (1) Immediate Response Actions necessary to respond to an Imminent Hazard, relating to the OHM Releases or (2) future operation, maintenance and monitoring activities, as described in the Response Action Outcome Statement dated June, 2000 ("the RAO Statement") or any subsequent Response Action Outcome Statement approved by GE, without GE's and DEP's prior written approval; (D) not permit any residential, educational, child care or agricultural uses of the Property; (E) not permit any recreational uses of the Property other than (1) Passive Recreation and (2) construction, operation, maintenance and use of asphalt paved basketball or tennis courts on Lot B containing approximately 47, 379 sq. ft. as recorded in Land Court 1855F; (F) not permit any food-based uses of the Property; (H) not permit any recreational use of the Property without (1) submission of a Response Action Plan, including, but not limited to, the placement of Soil free of any Oil or Hazardous Material over any portions of the Property proposed for such recreational use to a depth of three (3) feet and the erection and maintenance of a fence intended to prevent access to any areas of the Property not covered by the cap described in the RAO Statement; (2) DEP's and GE's prior written approval of the Response Action Plan; and (3) DEP's and GE's written approval of the completion of the execution of the Response Action; (I) not permit the off-site removal of any Soil from the Real Property other than in the course of a Response Action approved by GE and DEP; and (GJ) not permit any activities on, or uses of, the Real Property which are inconsistent with any AUL imposed on the Property.

3. Grantee shall obtain and maintain coverage of any liabilities, losses, damages, fines, penalties, costs, expenses, disbursements, causes of action, claims, suits, demands and judgments which relate to the Liabilities described in paragraph ___ of this Acknowledgement: (i) for the benefit of GE as Named Insured; (ii) on terms and conditions acceptable to GE; (iii) in the aggregate amount of \$20,000,000.00; (iv) with a deductible not to exceed \$100,000.00; and (v) issued by an insurer acceptable to GE (the "Environmental Insurance"). Grantee shall maintain said Environmental Insurance for an initial term of fifteen (15) years and thereafter renew coverage on equivalent terms for such periods as are commercially available; provided, however, that if such coverage is not commercially available, Grantee shall provide an alternative means of providing financial protection of GE with respect to the Liabilities acceptable to GE.

4. GE shall have the right to enforce the obligations and undertakings of Grantee pursuant to this Acknowledgement against Grantee notwithstanding any contribution protection, releases or covenants granted or arising under any federal or state law or regulation, or any agreement, that might otherwise limit GE's ability to enforce this Agreement.

5. Liquidated Damages.

- (i) Grantee will be liable to GE for liquidated damages in the amount of \$5,000.00 per day for any material breach of, or material noncompliance with, this Agreement or any breach of, or noncompliance with, paragraph 2(C) through (I), 3, 7 and 8 of this Acknowledgement whatsoever.
- (ii) GE will give Grantee written notification of any breach of, or noncompliance with, this Agreement resulting in liability for liquidated damages. Liquidated damages shall begin to accrue on the forty-fifth day after the date of GE's written notification to Grantee with respect to any continuing breaches of, or noncompliance with, the Agreement.
- (iii) All liquidated damages accruing pursuant to this Agreement shall be due and payable to GE within thirty (30) days of Grantee's receipt of a demand from GE for payment of the liquidated damages.
- (iv) All payments to GE pursuant to this Agreement shall be by certified or cashier's checks made payable to General Electric Company, Attention: Vice President of Finance, GE Aircraft Engines, One Newman Way, Cincinnati, Ohio 45215.
- (v) The payment of liquidated damages pursuant to this Section shall be in addition to, and not in any way alter, Grantee's other agreements and obligations pursuant to this Agreement.

(c) If Grantee fails to pay liquidated damages when due, (A) GE may institute proceedings in the Superior Court Department of the Trial Court of the Commonwealth of Massachusetts or the Federal District Court for the District of Massachusetts to collect (1) the liquidated damages, (2) any interest (at the rate of twelve percent per annum) on any unpaid liquidated damages, which shall begin to accrue on the date of the demand pursuant to subparagraph (d) (iii) above, and (3) any costs of collection (including, without limitation, attorneys' fees and costs); (B) the Court will find (1) whether there has been a breach of, or noncompliance with, the Agreement; and (2) the number of days following the date of GE's written notification to Grantee on which the breach of, or noncompliance with, the Agreement continued; and (C) the Court will enter a judgment in the amount of the sum of the number of days on which a breach of, or noncompliance with, the Agreement continued multiplied by \$5,000.00, plus interest and costs of collection pursuant to this Agreement. Except as specified in paragraph 5(i), the materiality of any breach of, or noncompliance with, the Agreement will not be relevant to the Court's finding pursuant to this paragraph.

6. Grantee shall provide GE reasonable access to the Real Property during ordinary business hours for the purpose of monitoring compliance with the terms of this Agreement.

7. Grantee shall not transfer or convey any fee interest or ground lease interest in the Real Property (a "Real Property Transfer") without in each instance delivering to GE an original copy of an acknowledgement in the form of this Acknowledgement executed and delivered by a duly authorized representative of the recipient of the Real Property Transfer. The deed and any subsequent agreement or other instrument by which Grantee or any of Grantee's successors and assigns effects a Real Property Transfer shall contain provisions substantially similar to those contained in the Deed making reference to this Acknowledgement (so that the name of the recipient of such Real Estate Transfer appears where "Grantee" appears) with the effect that such provisions shall run with the land and benefit GE and its successors and assigns and bind Grantee and its successors and assigns. No Real Property Transfer shall discharge the obligations of Grantee under this Acknowledgment.

8. Defined terms used here in not heretofore defined shall have the following meanings:

"Activity and Use Limitation" and "AUL" mean Activity and Use Limitation, as defined in the MCP, 310 CMR 40.0006, as such regulation is effective as of the date of this Agreement, and any opinions, documents or other information referenced in such an AUL.

"Chapter 21E" means the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Massachusetts General Laws, Chapter 21E, as amended.

"Environmental Law" means any current or future federal, state or local law, statute, code, regulation or legal requirement relating to the protection or preservation of the environment, human health or public welfare, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9601, et seq., the Solid Waste Disposal Act, as amended, 42 U.S.C. §§6901, et seq. (also known as the Resource Conservation and Recovery Act), Chapter 21E and the Massachusetts Wetland Protection Act, Massachusetts General Laws, Chapter 131, Section 40, as amended, and the regulations promulgated thereunder at 310 CMR 10.00, et seq.

"Hazardous Material(s)" means Hazardous Material as defined in the MCP, 310 CMR 40.0006, and Hazardous Substance as defined at 42 U.S.C. §9601(14), effective as of the date of this Agreement.

"Immediate Response Action" means any response action performed at the Real Property pursuant to 310 CMR 40.0410 within ten (10) days of notification to DEP pursuant to 310 CMR 40.0420(2).

"Imminent Hazard" means Imminent Hazard as defined in the MCP, 310 CMR 40.0006, effective as of the date of this Agreement.

"Massachusetts Contingency Plan" and "MCP" mean the Massachusetts Contingency Plan and MCP as defined in the MCP, 310 CMR 40.0006.

"Oil" means Oil as defined in the MCP, 310 CMR 40.0006, effective as of the date of this Agreement.

"Permanent Solution" means a Permanent Solution as defined in the MCP, 310 CMR 40.0006, effective as of the date of this Agreement.

"Release" means Release as defined in the MCP, 310 CMR 40.0006, and at 42 U.S.C. §9601(22), effective as of the date of this Agreement.

"Soil" means Soil as defined in the MCP, 310 CMR 40.0006, effective as of the date of this Agreement.

"Response Action" means Respond, Response and Response Action as defined in the MCP, 310 CMR 40.0006, and at 42 U.S.C. §9601(25), effective as of the date of this Agreement.

"Threat of Release" means Threat of Release as defined in the MCP, 310 CMR 40.0006, and "threatened release" as that term is used in 42 U.S.C. §9601(a), effective as of the date of this Agreement.

ACCEPTANCE

The City of Everett, by its duly elected mayor, in accordance with Everett City Council authorization dated January 2, 2002, hereby accepts from the General Electric Corporation, a gift of eight (8) acres of land consisting of two parcels shown as Lot 24 on a Plan of Land entitled "Plan of Land in Everett, MA, Scale 1"=100', April 4, 2001" Prepared by Twoomey-Munson & Associates, and as Parcel B on L.C. Plan 1855F, by Whitman and Howard, dated January, 1941, more particularly described as follows:

Lot 24:

BEGINNING AT A POINT, SAID POINT BEING IN THE SOUTHWESTERLY SIDELINE OF LAND NOW OR FORMERLY BOSTON & MAINE RAILROAD AND SAID POINT BEING THE NORTHERLY CORNER OF THE HEREIN DESCRIBED PARCEL; THENCE

SOUTHEASTERLY SEVEN HUNDRED SIXTY-TWO AND 30/100 (762.30) FEET BY SAID SOUTHWESTERLY SIDELINE OF SAID BOSTON & MAINE RAILROAD TO A POINT; THENCE

SOUTHWESTERLY FOUR HUNDRED NINE AND 72/100 (409.72) FEET TO A POINT; THENCE

NORTHWESTERLY SEVEN HUNDRED SIXTY-TWO AND 36/100 (762.30) FEET TO A POINT; THENCE

NORTHEASTERLY FOUR HUNDRED NINE AND 72/100 (409.72) FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS SEVEN AND 00/100 (7.00) ACRES;

PARCEL "B"

Also another certain parcel of land situate in said Everett, described as follows:

Northeasterly by Tremont Street, three hundred ninety-six and 35/100 feet;

Southeasterly by land formerly of Benjamin Hadley et al, one hundred five and 71/100 feet;

Southwesterly by land now or formerly of the Boston and Maine Railroad, four hundred two and 26/100 feet; and

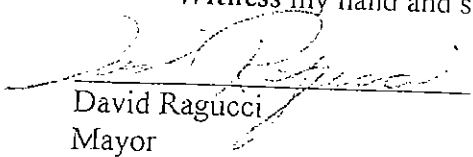
Northwesterly by said Railroad land and land now or formerly of the City of Everett, one hundred thirty-two and 10/100 feet.

Said parcel is shown as lot B on said plan hereinafter mentioned, (Plan No. 1855^F).

All of said boundaries, except said low water line in Malden River, are determined by the Court to be located as shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 322, Page 45, with Certificate 48191.

Said lot F is subject to sewer rights acquired by the Metropolitan Sewerage Commission under a taking dated October 28, 1891, recorded with Middlesex So. Dist. Deeds, Book 2076, Page 262, and to sewer rights acquired by the City of Everett under three takings, one recorded on August 27, 1896 with said Deeds, Book 2492, Page 372, one recorded on May 24, 1899 with said Deeds, Book 2739, Page 361, and one recorded on December 30, 1904 with said Deeds, Book 3138, Page 151, and to another taking for drainage by the City of Everett, made in the Board of Aldermen of Everett, June 11, 1917, and recorded with said Deeds, Book 4159, Page 96.

Witness my hand and seal this day of June, 2002.

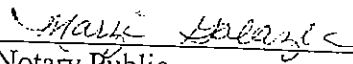

David Ragucci
Mayor

Middlesex, ss.

Commonwealth of Massachusetts

June 25, 2002

Then personally appeared the above named David Ragucci and acknowledged the foregoing to be his free act and deed, before me,


Notary Public

My Commission expires _____

MARZIE GALAZKA
NOTARY PUBLIC
Commission Expires March 11, 2005



CITY OF EVERETT
BOARD OF ALDERMEN
December 26, 2001

01-030-2001

Jason Marcus

Offered by Alderman _____

ORDER

BE IT

ORDERED: BY THE CITY COUNCIL OF THE CITY OF EVERETT, as follows:

By the City Council for the City of Everett that the Mayor is hereby authorized to accept a gift of an eight (8) acre +/- portion of a larger parcel of land owned by General Electric Corp. consisting of a one (1) acre parcel know as Lot # D-3-38 on the Map of the Everett Assessor and also identified as Lot #D-3-30 on the Map of the Everett Assessor now subdivided and identified as Lot 24.

December 26, 2001

Passed in the Board of Alderman
5 yeas 2 nays

December 26, 2001

Passed in the Common Council
13 yeas 0 nays

January 2, 2002

Approved /s/ David Ragucci
Mayor

A true copy
Attest :

John F. Hanlon
City Clerk

RECEIVED
CITY CLERK

Appendix G:
Final Chapter 91 License

The Commonwealth of Massachusetts



No. 9887

Whereas, City of Everett

of -- Everett --, in the County of -- Middlesex -- and Commonwealth aforesaid, has applied to the Department of Environmental Protection for license to — construct and maintain a seven acre public park; -----

and has submitted plans of the same; and whereas due notice of said application, and of the time and place fixed for a hearing thereon, has been given, as required by law, to the -- Mayor and City Council -- of the -- City-- of -- Everett;-----

NOW, said Department, having heard all parties desiring to be heard, and having fully considered said application, hereby, subject to the approval of the Governor, authorizes and licenses the said -----

--City of Everett--, subject to the provisions of the ninety-first chapter of the General Laws, and of all laws which are or may be in force applicable thereto, to — construct and maintain a seven acre public park; -----

in and over the filled tidelands of -- Malden River -- in the City of -- Everett -- and in accordance with the locations shown and details indicated on the accompanying DEP License Plan No. 9887 (4 sheets).

The structures and fill authorized hereby shall be limited to the following uses: Public parkland.

Fill, structures, and uses on site were authorized by the following authorizations: DPW 170 (1921); DPW 829 (1927); DPW 1434 (1932); DPW 1880 (1937); DPW 2566 (1942); DPW 46 (1947).

This License shall be valid for an unlimited term.

Special Condition 1: The Licensee shall maintain the public park, including landscaping, pathways, benches, trash receptacles, lighting, bicycle racks, and an elevated Lookout Point, as shown on the final License plans. The park shall be available to the general public, free of charge, 24 hours a day.

Special Condition 2: The Licensee shall place and maintain in good repair interpretive signage that explains the history of the site, offers historical or ecological information about the Malden River, informs the public about the flora and fauna inhabiting the site and surrounding areas, or other related topic(s). The text and design of said signage shall be subject to the prior review and approval of the Department. The signage shall be installed in the park within one month of the public opening of the park.

Special Condition 3: The Licensee shall allow connections to be made to the pathways in this park from any current or future publicly-accessible pathways, bike paths, and/or sidewalks.

Special Condition 4: The Licensee shall provide and maintain six parking spaces located at the adjacent Madeline English School. Said parking spaces reserved exclusively for park users, shall be available free of charge and accessible for public use no later than the opening of the park. The availability of said spaces shall be advertised by prominently posted, Department-approved signage, which shall be maintained in good repair throughout the term of the license.

Special Condition 5: The project authorized herein shall be constructed within 5 years of the date of issuance of this License. This period may be extended upon written request to the Department at least 60 days in advance of the deadline specified herein.

Special Condition 6: Any structural alteration or change in use, or any other modification, from that explicitly authorized herein and contained on the final license plan, shall require the prior review of the Department to determine whether additional licensing is required pursuant to MGL Chapter 91, the Public Waterfront Act, and 310 CMR 9.00, the Waterways Regulations.

Special Condition 7: Within sixty days of the completion of the project, but in no event later than five years from the date of license issuance, or any extension thereof, the Licensee shall apply to the Department for a Certificate of Compliance pursuant to the Waterways Regulations, and provide the Department with an as-built plan stamped and signed by a registered professional engineer licensed to do business in the Commonwealth.

Special Condition 8: The Applicant shall ensure that passive recreational use by the general public of the facilities required herein is fully and safely allowed on the site pursuant to any Activity and Use Limitations (AULs) that may be adopted in full compliance with the Massachusetts Contingency Plan, 310 CMR 40.0000. Such passive recreational use shall include that associated with public open space use involving more than casual contact with the ground, including, but not limited to, walking, strolling, bicycling, picnicking, and sitting. The Licensee shall ensure that the on-site areas specified in this License as publicly accessible open spaces, are fully remediated to levels that will not impede or prohibit the public use of open space, including passive recreational use. Any AUL adopted by the Licensee shall fully allow for such public open space and passive recreational uses. Any interpretation regarding what uses are allowed under an AUL shall be decided by the Department's Bureau of Waste Site Cleanup (BWSC) in the Northeast Regional Office.

Please see page 4 for additional conditions of this License. -----

Duplicate of said plan, number 9887 is on file in the office of said Department, and original of said plan accompanies this License, and is to be referred to as a part hereof.

STANDARD WATERWAYS LICENSE CONDITIONS

1. Acceptance of this Waterways License shall constitute an agreement by the Licensee to conform with all terms and conditions stated herein.
 2. This License is granted upon the express condition that any and all other applicable authorizations necessitated due to the provisions hereof shall be secured by the Licensee prior to the commencement of any activity or use authorized pursuant to this License.
 3. Any change in use or any substantial structural alteration of any structure or fill authorized herein shall require the issuance by the Department of a new Waterways License in accordance with the provisions and procedures established in Chapter 91 of the Massachusetts General Laws. Any unauthorized substantial change in use or unauthorized substantial structural alteration of any structure or fill authorized herein shall render this Waterways License void.
 4. This Waterways License shall be revocable by the Department for noncompliance with the terms and conditions set forth herein. This license may be revoked after the Department has given written notice of the alleged noncompliance to the Licensee and those persons who have filed a written request for such notice with the Department and afforded them a reasonable opportunity to correct said noncompliance. Failure to correct said noncompliance after the issuance of a written notice by the Department shall render this Waterways License void and the Commonwealth may proceed to remove or cause removal of any structure or fill authorized herein at the expense of the Licensee, its successors and assigns as an unauthorized and unlawful structure and/or fill.
 5. The structures and/or fill authorized herein shall be maintained in good repair and in accordance with the terms and conditions stated herein and the details indicated on the accompanying license plans.
 6. Nothing in this Waterways License shall be construed as authorizing encroachment in, on or over property not owned or controlled by the Licensee, except with the written consent of the owner or owners thereof.
 7. This Waterways License is granted subject to all applicable Federal, State, County, and Municipal laws, ordinances and regulations including but not limited to a valid final Order of Conditions issued pursuant to the Wetlands Protection Act, G.L. Chapter 131, s.40.
 8. This Waterways License is granted upon the express condition that the use of the structures and/or fill authorized hereby shall be in strict conformance with all applicable requirements and authorizations of the DEP, Division of Water Pollution Control.
 9. This License authorizes structure(s) and/or fill on:

☐ Private Tidelands. In accordance with the public easement that exists by law on private tidelands, the licensee shall allow the public to use and to pass freely upon the area of the subject property lying between the high and low water marks, for the purposes of fishing, fowling, navigation, and the natural derivatives thereof.

☒ Commonwealth Tidelands. The Licensee shall not restrict the public's right to use and to pass freely, for any lawful purpose, upon lands lying seaward of the low water mark. Said lands are held in trust by the Commonwealth for the benefit of the public.

☐ a Great Pond of the Commonwealth. The Licensee shall not restrict the public's right to use and to pass freely upon lands lying seaward of the high water mark for any lawful purpose.
 10. No restriction on the exercise of these public rights shall be imposed unless otherwise expressly provided in this license.
- Unless otherwise expressly provided by this license, the licensee shall not limit the hours of availability of any areas of the subject property designated for public passage, nor place any gates, fences, or other structures on such areas in a manner that would impede or discourage the free flow of pedestrian movement thereon.

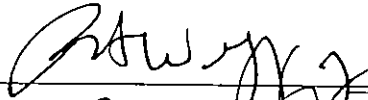
The amount of tidewater displaced by the work hereby authorized has been ascertained by the Department, and compensation thereof has been made by the said -- City of Everett -- by paying into the treasury of the Commonwealth -- Ten dollars and zero cents (\$10.00) -- for each cubic yard so displaced, being the amount hereby assessed by said Department (\$0.00).

Nothing in this License shall be so construed as to impair the legal rights of any person.

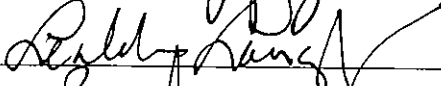
This License shall be void unless the same and the accompanying plan are recorded within 60 days from the date hereof, in the Registry of Deeds for the County of Middlesex.

IN WITNESS WHEREAS, said Department of Environmental Protection have hereunto set their hands this Twelfth day of February in the year Two Thousand and Four.

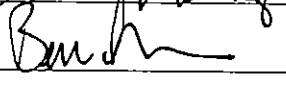
Commissioner



Program Director



Program Chief




Department of Environmental
Protection

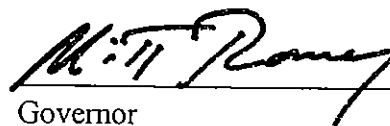
THE COMMONWEALTH OF MASSACHUSETTS

This license is approved in consideration of the payment into the treasury of the Commonwealth by the said ----- City of Everett ----- of the further sum of -- (\$0.00) -- the amount determined by the Governor as a just and equitable charge for rights and privileges hereby granted in the land of the Commonwealth.

BOSTON,

Approved by the Governor


exp date: 2/12/04


Governor

SHEET 1 OF 4
SHEET 2 OF 4
SHEET 3 OF 4
SHEET 4 OF 4

LEGEND
SITE OVERVIEW
7-ACRE PARCEL
PROPOSED PARKLAND DESIGN

LEGEND

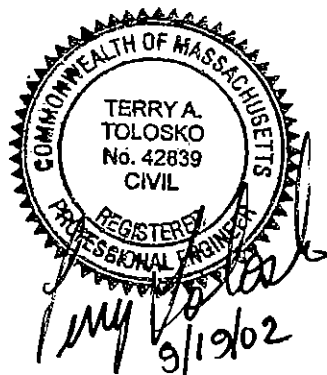
——— HISTORIC EDGE OF RIVER
——— CURRENT EDGE OF RIVER
■■■■■ CHAPTER 91 JURISDICTION

References: Figure compiled from Toomey-Munson & Associates, Wetlands and Wildlife Inc. and Nangle Consulting Associates Inc.

All elevations based on City of Malden Datum (5.65' above NGVD)

Filled Tidelands on Site were authorized under Chapter 91 license numbers 170, 828, 1434, 1880, 2566, and 46.

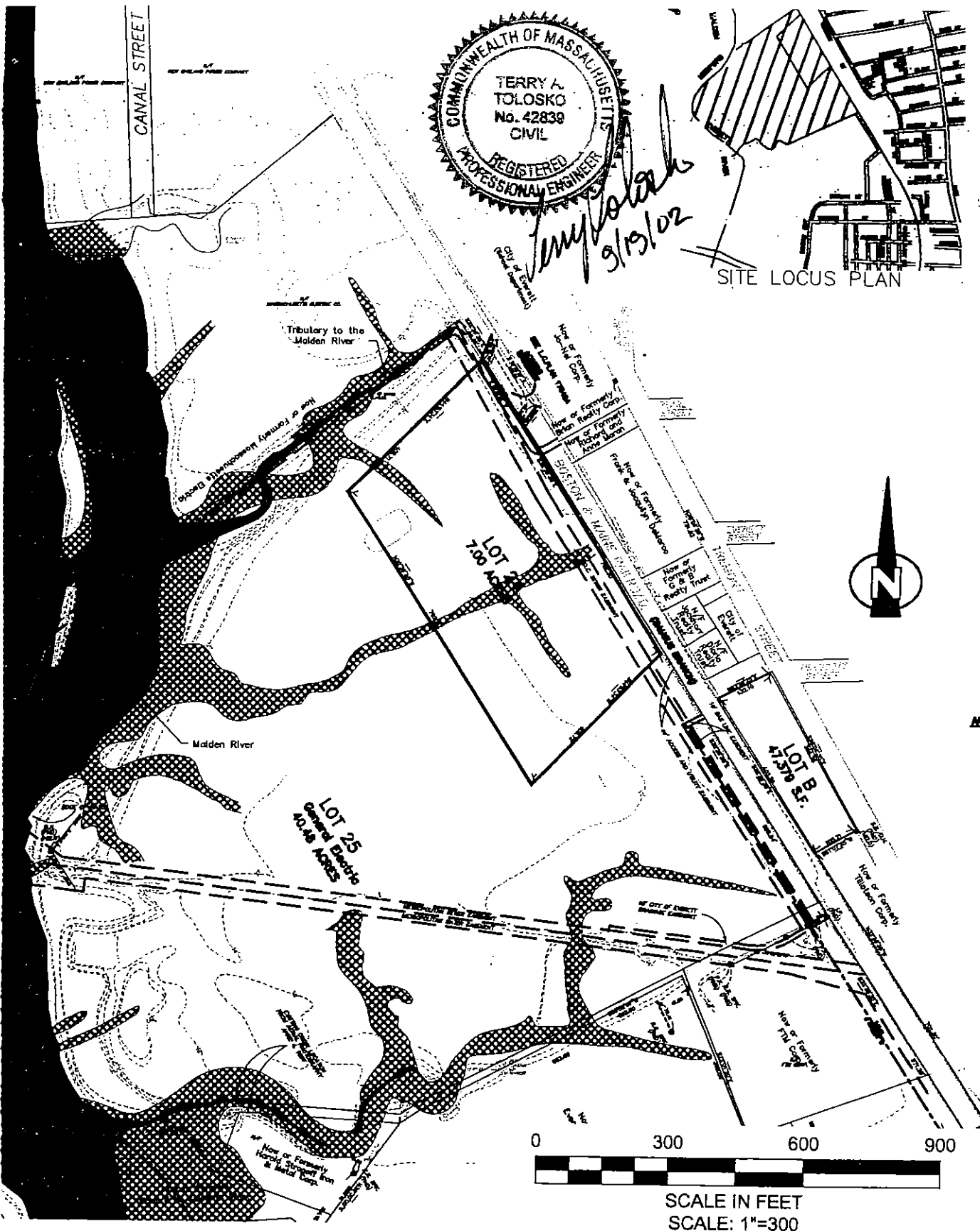
Property lines from town Assessor's information and research at the registry of deeds. (Toomey-Munson)



LICENSE PLAN NO. **9887**
Approved by Department of Environmental Protection
of Massachusetts

[Handwritten signatures and initials over the license plan number]

NS ACCOMPANYING THE PETITION
THE CITY OF EVERETT TO DEVELOP
NEW EVERETT PARKLAND
RETT, MASSACHUSETTS
TEMBER 11, 2002



HEET 2 of 4 - SITE OVERVIEW
CHAPTER 91 PLAN

W EVERETT PARKLAND
ERETT, MASSACHUSETTS
PTEMBER 11, 2002

LICENSE PLAN NO. 9887
Approved by Department of Environmental Protection
Date:

N/F
MASSACHUSETTS ELECTRIC CO.

Tributary to the
Malden River

of Everett
al Department)

SEE L.C. PLAN 17548A
EASEMENT

Now or Formerly
Jo-Nel Corp.

Now or Formerly
Brian Realty Corp.

Now or Formerly
Richard and
Anne Moran

Now or Formerly
Frank & Jacquelyn DeMarco

Now or
Formerly
B & G
Realty Trust

N/F
Joekhart
Realty
Trust

N/F
Rdorio
Realty
Trust

City of
Everett

TREMONT

EVER
STRE



LOT
AC 2.2

0 150 300 450



SCALE IN FEET
SCALE: 1"=150'



Terry A. Tolosko
09/19/02

LOT 25
General Electric
40.48 ACRES

ET 3 of 4 - 7 ACRE PARCEL
PTER 91 PLAN

EVERETT PARKLAND
ETT, MASSACHUSETTS
EMBER 11, 2002

LICENSE PLAN NO. 9887

Approved by Department of Environmental Protection
Date:

Malden River

Formerly
Tel Corp.

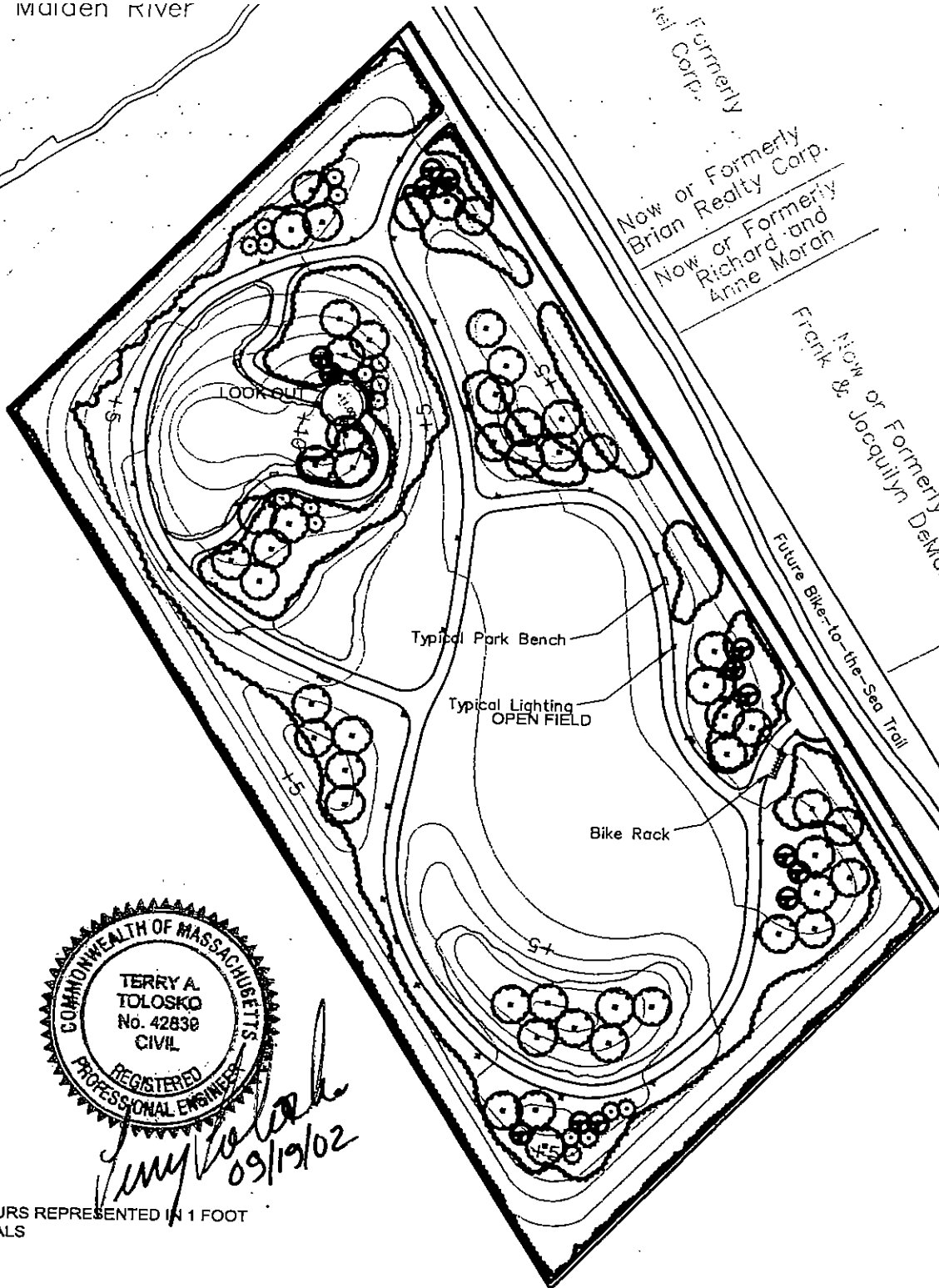
Now or Formerly
Brian Realty Corp.
Now or Formerly
Richard and
Anne Moran

Now or Formerly
Frank & Jacquelyn DeMarco

Now or
Formerly
G & B
Realty Trust

N/E
Jackman
Trust

Re
Trust



NOTE:

CONTOURS REPRESENTED IN 1 FOOT
INTERVALS



SCALE IN FEET
SCALE: 1"=120'

ET 4 of 4 — PROPOSED PARKLAND DESIGN
PTER 91 PLAN

EVERETT PARKLAND
RETT, MASSACHUSETTS
EMBER 11, 2002

LICENSE PLAN NO. 9887
Approved by Department of Environmental Protection
Date: